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Attorneys for Plaintiff TRIDENT CONCERT  
PRODUCTIONS, LLC, a limited liability company

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

TRIDENT CONCERT  
PRODUCTIONS, LLC, a Nevada  
limited liability company,

Plaintiff,

v.

David A. Helfant, an individual; and  
DOES 1 through 10, inclusive,

Defendant.

Case No: \_\_\_\_\_

**COMPLAINT FOR:**

- (1) Breach of Contract
- (2) Breach of the Covenant of Good Faith and Fair Dealing
- (3) Fraud
- (4) Declaratory Relief

**JURY DEMAND**

**COMES NOW**, Plaintiff TRIDENT CONCERT PRODUCTIONS, LLC, a Nevada limited liability company presents its complaint herein against Defendant David A. Helfant, Esquire, a citizen of the State of California and hereby alleges as follows:

**THE PARTIES**

1. Plaintiff TRIDENT CONCERT PRODUCTIONS, LLC (Trident) is a Nevada limited liability company with a principal office address of 6042 Grey Rock Road, Agoura Hills, California 91301. Trident's corporate headquarters is

1 located at 6605 Grand Montecito Pkwy, Suite 100, Las Vegas, NV, 89149.

2 2. Defendant David A. Helfant, Esquire (Helfant) is a resident of the  
3 State of California. Defendant Helfant is an attorney licensed by the State of  
4 California, holding State Bar license No. 93862.

5 3. Plaintiff is informed and believes and based thereon alleges that, at all  
6 times herein mentioned, each of the Defendants (including *inter alia*, the  
7 fictitiously named Defendants) was the agent, servant, employee or co-conspirator  
8 of each of the other Defendants, and doing the things herein alleged, was acting in  
9 the scope of his, her, or its actual, apparent or special authority as such agent,  
10 servant, employee or co-conspirator, and with the permission or consent of each  
11 such co-Defendant.

12 4. The true names and capacities of the Defendants sued in this  
13 Complaint as DOES 1 through 10, inclusive, whether individual, corporate,  
14 associate, or otherwise, are presently unknown to Plaintiff who therefore sues these  
15 Defendants by such fictitious names. Plaintiff will amend this Complaint to set  
16 forth the true names and capacities of DOES 1 through 10, inclusive, when they  
17 have been ascertained or at the time of trial herein. Plaintiff is informed and  
18 believes and based thereon alleges that each of these fictitiously named Defendants  
19 participated in some manner in the events and occurrences referred to hereinafter  
20 and/or proximately caused the damages complained of herein.

21 5. Plaintiff is further informed and believes, and upon such information  
22 and belief alleges that each of the Defendants including DOES 1-10, inclusive,  
23 were at all times herein mentioned acting in concert with, and in conspiracy with,  
24 each and every one of the remaining Defendants.

25 6. At all times mentioned herein, Defendants and each of them, were an  
26 owner, co-owner, agent, representative, partner and/or alter ego of its co-  
27 defendants, or otherwise acting on behalf of each and every remaining Defendant,  
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1 and in doing the things herein after alleged, were acting within the course and  
2 scope of their authorities as an owner, co-owner, co-owner, agent, representative,  
3 partner and/or alter ego of its co-defendants, with the full knowledge, permission  
4 and consent of each and every remaining Defendant, each co-defendant having  
5 ratified and approved the acts of the other co-defendants.

6 7. Wherever appearing in this Complaint each and every reference to  
7 Defendants or to any of them is intended to be and shall be a reference to all  
8 Defendants hereto and to each of them named and unnamed including all  
9 factiously named Defendants unless said reference is otherwise specifically  
10 qualified.

#### 11 **JURISDICTION AND VENUE**

12 8. This Court has Plaintiff Trident brings this civil action pursuant to 28  
13 U.S.C. § 1332 which mandates that the District Courts shall have regional  
14 jurisdiction where the civil matter in controversy exceeds the sum of \$75,000,  
15 exclusive of interest and costs, and is between citizens of different states. The  
16 Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 as the non-  
17 federal question claims for breach of contract, fraud and conversion arose from the  
18 same nucleus of operative facts and thus are inextricably linked to and arise from  
19 the same core set of facts.

20 9. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(1) and  
21 (b)(2) because Plaintiff maintains its business in this judicial district and the events  
22 or omissions giving rise to the claims occurred in this judicial district, and all  
23 monies due to Plaintiff from Defendants were due and payable in this judicial  
24 district.

1                   **STATEMENTS OF FACTS COMMON TO ALL CLAIMS AGAINST**  
2                   **DEFENDANTS**

3           10.       The Kingston Trio is a folk music group which has been on the music  
4 scene since 1958. Over the past 65 years, The Trio has won four Grammy awards,  
5 and at one point was responsible for 40% of the revenue at Capitol Records, until  
6 the Beatles came along and displaced The Trio as Capitol's mainstay group in the  
7 mid 1960's.

8           11.       Since that time, the Trio has continued to perform all over the world  
9 and continues to tour to this day.

10          12.       Members of The Kingston Trio formed a concert promotion company  
11 called Trident Concert Productions, LLC. Trident was formed for the purpose of  
12 interfacing with the Greek Theater for producing two concerts in summer of 2024  
13 at the Greek Theater. Over the two nights of these concerts, a concert film, as well  
14 as documentary was to be filmed along with the creation of a double album.

15          13.       In July of 2023, Trident Concert Productions, through its counsel,  
16 Konrad L. Trope, of Trope and Trope Law Group, reached out to David Helfant,  
17 Esquire, a well-regarded music attorney. Trope and Helfant had worked together  
18 on various projects 15 years prior.

19          14.       At these meetings in July, Trope emphasized to Helfant that the Greek  
20 Theater tended to book 15 months out and thus it was imperative that efforts be  
21 made to reach out to the Greek Theater immediately to secure concert dates for  
22 summer of 2024.

23          15.       Helfant assured Trope that he had the expertise and the inside track for  
24 obtaining dates with the Greek Theater. Instead, Helfant billed several hours for  
25 trying to solicit Trident and therefore solicit the Trio to hire his clients for  
26 producing the album and for producing the documentary film. And, indeed, when  
27 Helfant's clients tried soliciting the Trio for producing the documentary film,  
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1 Helfant's clients violated all kinds of federal security laws. Inquires about this to  
2 Helfant went unanswered.

3 16. Worse, however, is that Helfant did not have expertise or the inside  
4 track or any superior knowledge about how to secure concert dates at the Greek  
5 Theater. Instead, Helfant created an overinflated bill, along with convincing  
6 Trident that it needed to retain a former Greek Theater general manager who could  
7 provide inside access.

8 **TIMELINE OF MATERIAL EVENTS**

9 17. On August 9, 2023, Helfant emailed Trope regarding prior initial  
10 discussions. See Exhibit "1" attached hereto.

11 18. On August 10, 2023, Helfant emailed Trope regarding a meeting about  
12 the project. See Exhibit "2" attached hereto.

13 19. On August 17, 2023, emailed were exchanged showing that the Greek  
14 Theater wanted deposits for their concert bookings and Helfant had no clue about  
15 this protocol, despite telling Plaintiff that he had experience in dealing with the  
16 Greek Theater and had an "inside track" to the Greek Theater.

17 20. In fact, Helfant had no idea of how the Greek Theater arranged for acts  
18 for its seasonal lineup for the following summer, despite Helfant telling Plaintiff  
19 that he was experienced at working with the Greek Theater and had an "inside  
20 track" to getting the Trio booked into the Greek Theater.

21 21. In early September, Helfant was still attempting to reach the Greek  
22 Theater for booking the Trio but was unsuccessful despite telling Plaintiff that he  
23 was experienced at this task and that he had an inside track to getting the Trio  
24 booked at the Greek Theater.

25 22. Then Helfant, despite claiming that he was experienced in dealing with  
26 the Greek Theater, for arranging bookings, told Plaintiff that Plaintiff had to retain  
27 Jim McCue, the alleged former General Manager of the Greek Theater, to  
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1 essentially grease the wheels to get Plaintiff even considered by the Greek Theater.  
2 Now, in addition to having retained Helfant, Plaintiff also were now having to pay  
3 for another consultant to make this work, despite being told that Helfant had  
4 everything covered.

5 23. Helfant in addition to claiming to help the Trio obtain concert dates at  
6 the Greek Theater was also heavily pitching his film/motion picture clients to be  
7 the cinematographers for the Kingston Trio documentary that was to be filmed  
8 during the two days of concerts. The pitch presented by Helfant's film production  
9 clients violated Federal securities laws, including Regulation D of the 1934  
10 Securities and Exchange Act, because there were no proper disclosures about  
11 seeking private investors for the film. When Plaintiff asked Helfant about this  
12 lapse in compliance with Regulation D, he assured Plaintiff of getting a response,  
13 which never happened.

14 24. Attached hereto as Exhibit "3" are the Retainer Agreement and the  
15 Conflict Waiver Agreement between Trident Concert Productions, LLC (who were  
16 representing the Trio concert team) and Helfant's law offices.

17 25. Attached hereto as Exhibit "4" is Jim McCue's consulting agreement,  
18 which essentially required that Trident Concert Productions/Kingston Trio Artists  
19 pay \$10,000 for "inside access" to the Greek Theater, while also paying David  
20 Helfant \$650/hr. for every email, phone call, etc. Moreover, Helfant charged  
21 Trident for negotiating the Agreement with McCue, except he gave no input into  
22 McCue's Agreement. Konrad Trope, Plaintiff's counsel, made the edits and  
23 requested changes. Helfant just served as a "go between" and charged for it.

24 26. Helfant convinced Plaintiff that retaining McCue gave Trident/Trio  
25 legitimacy for booking dates with the Greek Theater. What was later learned, was  
26 the following:

27 a. Helfant/McCue refused to allow Trident to be on the phone with the  
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1 Greek Theater during the negotiations;

2 b. McCue admitted that since he left the Greek Theater as its GM, that  
3 the Greek Theater had completely revamped and revised its  
4 protocols for booking concerts and securing dates with acts, so that  
5 it was more transparent, since the Greek was/is owned by the City  
6 of Los Angeles. So the “influence” or information being promised  
7 was de minimus.

8 c. The Greek had published on its website a transparent protocol  
9 whereby any act could “bid” for dates by sending in an application  
10 with a deposit of \$25,000 per night requested. Petitioner/Plaintiff  
11 Trident only discovered this after Helfant/McCue had been  
12 retained.

13 d. When Trident presented this information to Helfant, he kept  
14 downplaying the discrepancy and insisted that we stick with his  
15 plan, which only resulted in delays and over-bloated, unnecessary  
16 billing by Helfant.

17 27. Thus, any entity or party or individual could book directly with the  
18 Greek Theater for securing concert dates. There was no need for Helfant or his  
19 consultant, Jim McCue.

20 28. Indeed, the City of Los Angeles, Department of Recreation and Parks,  
21 posts on the Internet, its General Booking Policy for the Greek Theater.  
22 Plaintiff/Petitioner discovered/obtained this document, in September 2023, well  
23 after Helfant had been retained. Helfant aggressively dissuaded Trident from  
24 following the General Booking Policy of the Greek Theater. By not following the  
25 published Greek Theater, Trident almost lost out on dates, because Helfant delayed  
26 until October before approaching the Greek, even though Plaintiff retained Helfant  
27 in July to approach the Greek Theater.

28 29. So the basis of the Greek Theater’s decision to give Plaintiff dates

1 really involved Plaintiff's application. McCue disappeared after he got his \$10,000  
2 and Helfant kept trying to get Trident to hire his clients for producing the show or  
3 producing the movie, at outrageous cost bids, all of which were rejected.

4 30. In fact, Helfant did not present Trident's concert proposal until  
5 October 26, 2023. Plaintiff had engaged David Helfant in discussions in July.  
6 Plaintiff told Helfant that time was of the essence as the Greek Theater books over  
7 a year in advance. Helfant didn't secure a final date from the Greek until January  
8 2024. Helfant did not help, but rather hindered Plaintiff's efforts and  
9 misrepresented his expertise in dealing with the Greek. That explains why he  
10 refused to allow Plaintiff to participate in any conference call with the Greek  
11 Theater.

12 31. After some back and forth with the Greek Theater because neither  
13 Helfant nor McCue knew the current protocols for locking in dates with the Greek,  
14 Plaintiff finally submitted a proposal acceptable to the Greek Theater on  
15 November 19, 2023. Helfant had been engaged in July, with a signed retainer in  
16 August 2023. Yet owing to his misrepresentations about his expertise Plaintiff did  
17 not secure dates until January 2024. That adversely impacted Plaintiff's promotion  
18 of the concerts and adversely impacted the available dates for selection of the two  
19 nights of concerts.

20 32. Because of Helfant's lack of knowledge, despite representations to the  
21 contrary, about Greek Theater booking protocols, The Greek Theater did not  
22 confirm dates with Plaintiff until January 17, 2024, leaving Plaintiff less than 7  
23 months to promote the concerts. Plaintiff had started this project with Helfant in  
24 July of 2023. He can't justify the 6-month delay, nor should Plaintiff have to pay  
25 for his lack of knowledge nor his misrepresentations about his expertise and  
26 "inside track" access to the Greek.

27 33. When Plaintiff met with Greek Theater management in late January  
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1 and February 2024, nothing about Helfant or McCue was raised, except being  
 2 asked “who was the contact person for Trident?”. So thousands of dollars and  
 3 months of time delayed Plaintiff from promoting the show and caused Plaintiff  
 4 delays in securing the best dates that Plaintiff wanted.

### 5 **FIRST CLAIM FOR RELIEF**

6 (Breach of Contract)

7 AS AND FOR A FIRST CLAIM FOR RELIEF FOR BREACH OF  
 8 CONTRACT AGAINST ALL DEFENDANTS, PLAINTIFF ALLEGES:

9 34. Plaintiff realleges and incorporates herein by reference Paragraphs 1  
 10 through 33, inclusive, of Plaintiff's Complaint with the same force and effect as  
 11 though set forth in full herein. A Retainer Agreement is attached hereto as Exhibit  
 12 1, constituting a Certificate of Engagement between Plaintiff and Defendant.

13 35. The contract contemplated that Helfant had expertise and inside  
 14 knowledge of how to expeditiously assist Trident Productions with putting the  
 15 Kingston Trio on the schedule of the Greek Theater. Instead, Helfant kept billing  
 16 the Plaintiff and did not deliver the services promised. Indeed, this was proven by  
 17 the fact that when Trident met with the Greek Theater after Helfant departed the  
 18 project, there was nothing in place in terms of promised benefits and in perks  
 19 under the contract. In essence, the contract had to be almost renegotiated.

20 36. Plaintiff performed all of its duties except paying Helfant in full on his  
 21 invoice because it was clear that Helfant had breached the contract materially as  
 22 described hereinabove in paragraphs 10 through 33.

23 37. Thus, Helfant has breached the Retainer Agreement in question and for  
 24 which Trident seeks damages in excess of \$250,000.

### 25 **SECOND CLAIM FOR RELIEF**

26 (Breach of the Covenant of Good Faith and Fair Dealing)

27 AS AND FOR A FIRST CLAIM FOR RELIEF FOR BREACH OF THE  
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1 COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST ALL  
2 DEFENDANTS, PLAINTIFF ALLEGES:

3 38. Plaintiff realleges and incorporates by reference paragraphs 1 through  
4 33 inclusive of Plaintiff's Complaint herein above with the same force and affect  
5 as those set forth in full herein below.

6 39. Under California Law, all contracts have the implied covenant of Good  
7 Faith and Fair Dealing. In the instant case the above referenced contract was  
8 breached and there was a lack of Good Faith and Fair Dealings by Defendants.  
9 Thus, Plaintiff seeks damages in excess of \$250,000 for the breach of the Covenant  
10 of Good Faith and Fair Dealing.

11 **THIRD CLAIM FOR RELIEF**

12 (Fraud)

13 AS AND FOR A FIRST CLAIM FOR RELIEF FOR FRAUD AGAINST  
14 ALL DEFENDANTS, PLAINTIFF ALLEGES:

15 40. Plaintiff realleges and incorporates by reference paragraphs 10 through  
16 33 inclusive, of Plaintiff's Complaint herein above with the same force and affect  
17 as those set forth in full herein below.

18 41. Based on the facts set forth herein above at paragraph 10 through 33,  
19 Helfant clearly misrepresented his expertise, his knowledge, experience, and  
20 access to Greek Theater booking protocols.

21 42. Defendant knew his multiple representations were false at the time he  
22 made the, Furthermore, Defendant Helfant knew that Plaintiff Trident was  
23 reasonably relying on his false representations.

24 43. Accordingly, to Trident's detriment, Helfant did not preform as  
25 promised and in fact caused Trident to expend countless hours of attorney time and  
26 production time in other expenditures in order to pull off the concert in August of  
27 2024 for which Helfant had been retained.  
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**DEFENDANT HELFANT AND DOES 1 THROUGH 10, INCLUSIVE:**

1. For damages in at least the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) including late fees or an amount to be proved at trial;
2. For Attorney's Fees to be proved at trial;
3. For Interest to be proved at trial;
4. For other relief that the court may grant;

**FOR THE THIRD CLAIM FOR FRAUD AS TO DEFENDANT HELFANT AND DOES 1 THROUGH 10, INCLUSIVE:**

1. For damages in at least the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) including late fees or an amount to be proved at trial;
2. For Attorney's Fees to be proved at trial;
3. For Interest to be proved at trial;
4. For other relief that the court may grant;
5. For punitive damages, an amount to be ascertained at Trial;

**FOR THE FOURTH CLAIM FOR DECLARATORY RELIEF AS TO DEFENDANT HELFANT AND DOES 1 THROUGH 10, INCLUSIVE:**

1. For damages in at least the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) including late fees or an amount to be proved at trial;
2. For Attorney's Fees to be proved at trial;
3. For Interest to be proved at trial;
4. For other relief that the court may grant;

**FOR ALL CLAIMS FOR RELIEF:**

55. For costs of suit incurred herein; and
56. For any such other and further relief as this Honorable Court deems

1 just and proper.  
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3 DATED: May 9, 2025  
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TROPE AND TROPE LAW GROUP

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Konrad L. Trope, Esq.  
Attorney for TRIDENT CONCERT  
PRODUCTIONS, LLC, a limited  
liability company,  
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